Rep. 79-83

OFFICE OF

NAVAJO COUNTY ATTORNEY

NAVAJO COUNTY GOVERNMENTAL CENTER HOLBROOK, ARIZONA 86025 TELEPHONE (602) 524-6161

JAY V. FLAKE COUNTY ATTORNEY WARNER G. LEPPIN CHIEF DEPUTY

THOMAS L. WING DEPUTY DALE K. PATTON, JR. DEPUTY MICHELLE O'HAIR DEPUTY BRET H. HUGGINS DEPUTY

TO: BOARD OF SUPERVISORS

FROM: NAVAJO COUNTY ATTORNEY'S OFFICE, Dale K. Patton, Jr.,

Deputy County Attorney

RE: LIBRARY CONTRACT

ATTORNEY GENERAL CONTRACT NO. 1202

DATE: September 20, 1983

The Navajo County Attorney's Office has reviewed the above referenced contract and has found that it is in proper form and it is within the powers and authorities granted to the County to enter into such contract.

NAVAJO COUNTY ATTORNEY

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DEPUTY

Par 79-33

TO: BOARD OF SUPERVISORS

FROM: NAVAJO COUNTY ATTORNEY'S OFFICE, Dale K. Patton, Jr.,

Deputy County Attorney

RE: LIBRARY CONTRACT

ATTORNEY GENERAL CONTRACT NO. 2202

DATE: September 20, 1983

The Navajo County Attorney's Office has reviewed the above referenced contract and has found that it is in proper form and it is within the powers and authorities granted to the County to enter into such contract.

RESOLUTION - 79-83

Resolution No. <u>79</u> a resolution of the Navajo County Board of Supervisors authorizing execution of Attorney General Contract No. <u>7202</u>. The Board of Supervisors of Navajo County has authority to enter into an intergovernmental agreement pursuant to A.R.S. 11-952 with the State of Arizona and

WHEREAS the County has the authority pursuant to A.R.S. 11-251 and A.R.S. 11-909; and

WHEREAS the Navajo County Attorney's Office has reviewed the Attorney General Contract No's. 202.

BE IT THEREFORE RESOLVED that the county librarian,
Laura Massie is authorized to execute said agreement in the
name of the county.

PASSED AND ADOPTED this 27th day of September,

Chairman, BOARD OF SUPERVISORS

Clerk, BOARD OF SUPERVISORS

NAVAJO COUNTY ATTORNEY
(Approved as to form)



3nd FLOOR CAPITOL 1700 W. WASHINGTON PHOENIX, ARIZONA 85007 PHONE: (602) 255-4035

SHARON G. WOMACK DIRECTOR

ARLENE BANSAL
DEPUTY DIRECTOR

July 27, 1983

Laura Massie Navajo County Library for Wallace H. Larson Memorial Library 420 West Gilmore Winslow, AZ 86407

Dear Ms. Massie:

The project agreement for your 1983 LSCA Grant is being returned to you in order that you may submit it to the attorney for your agency who can complete the legal requirements for an intergovernmental agreement. Although this step has not been required on previous contracts, we are endeavoring to comply with a recent request from the Attorney General's Office. The attorney may sign off on a separate piece of paper attached to the agreement. In the future there will be a space on the agreement for your attorney's signoff.

The statute, A.R.S. § 11-952 (see attachment), requires that every intergovernmental agreement, of which this LSCA Project Agreement is one, must before it is signed by you, be submitted to the attorney for your public agency, board or commmission "...who shall determine whether the said agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission." The attorney should cite the authority in the blank in the first paragraph on the agreement form. This authority may be a statute, ordinance or resolution of the City Council or Board of Supervisors or other governing board. If it is a resolution, the resolution number and/or date should be put in the blank provided and a copy attached on this agreement.

If your attorney has any questions about this procedure, he may wish to call Assistant Attorney General Virgina Whitehead at 255-1628.

Thank you for your cooperation.

Sincerely yours,

Sharon G. Womack

Director

Enclosures

DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS LIBRARY SERVICES AND CONSTRUCTION ACT PROJECT AGREEMENT

This agreement is made and executed by and between the State of Arizona Department of Library, Archives and Public Records, ("Department"), acting under authority of A.R.S. §§ 11-952, 41-1336.A and B and §§ 41-1337.B.4 and 6, and the Navajo County Library for Wallace H. Larson Memorial Library, acting under authority of ("Library"). The parties intend that the Library administer certain functions, hereinafter described, as part of the required State Plan which has been developed by the Department under Title I of the Library Services and Construction Act, as amended, P.L. 91-600.

The parties agree that the Library will:

- 1) Spend the monies allocated under this agreement only for the following project: Grant # 82/83-I-II-2g1, Larson Library Collection Development Project.
- 2) Submit brief descriptive progress reports as requested by the Department, and a detailed description and evaluation report upon completion of the project.
- 3) Maintain a record of all expenditures made on the project, which record shall be available to Department upon request, and, upon completion of the project, submit an annual report of expenditures, properly certified, to the Department.
- 4) Include the following acknowledgement in all publications, publicity or presentations on any project funded wholly or in part by Library Services and Construction Act:

This project was funded wholly or in part by the Library Services and Construction Act as administered by the Arizona Department of Library, Archives and Public Records.

- 5) Disposition of any property acquired under this grant will be in accordance with federal regulations as interpreted by the Department.
- 6) Comply with all Federal and State statutes, rules, regulations and executive orders applicable to this grant.

The parties further agree that this project will be administered by the Department, and that such administration will consist of:

- 1) Giving the Library \$4,500 for the above-described project.
- 2) Assuming responsibility for accounting and reporting to the federal government.
- 3) Rendering assistance as may be needed to insure success of the project.

The parties further agree that:

1) The term of this agreement ends on 12-31-83, except that upon written request of the Library and written approval of the Department, the agreement may be extended for a term not to exceed twelve months.

This agreement may be terminated under	er 34 CFR 3 74.
4) This agreement is not effective until fil	ed with the Secretary of State.
In Witness Whereof, the Department and the executed	Library have caused this agreement to be Roxanne Whipple Memorial/ Navajo County Library (for Larson Memorial Library) (Library)
(Department)	
Director Department of Library, Archives and Public Records	Laura Massie, Director (Title)
	July 8, 1983 (Date)
(Date)	(Date)
Pursuant to A.R.S. § 11-952, the undersigned that the foregoing agreement, Attorney Geneform and is within the powers and authority Arizona to the Department of Library, Archive	eral Contract No, is in proper y granted under the laws of the State of
ROBERT K. CORBIN, ATTORNEY GENERAL BY: This 12 Assistant Attorney General	day of July , 1983.
FILED IN THE OFFICE OF THE SECRETARY	
This day of, 19, and	numbered

2) This agreement is subject to termination under A.R.S. § 38-511.

ARIZONA REVISED STATUTES

ANNOTATED

Cumulative Pocket Part

For Use In 1982-1983

Replacing prior Pocket Part in this volume

Volume 3
Titles 9 to 11

Ancluding Legislation Enacted Through The Second Regular And The Fourth Through Seventh Special Sessions Of The Thirty-Fifth Legislature (1981 and 1982)

ST. PAUL, MINK.
WEST PUBLISHING CO.

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idies; prohibitions; agreement

to property as to which county and ates were negotiating a lease of the n the United States to county for so constituted a cooperative agree-stablishment of a public park within of authorizing statute, and such co-cement was not the same as a lease for separate authorizing statute. Picust Co. v. Kirk (App.1979) [12] Ariz. 1996.

irsuant to this article is guilty of

ences

ion of offenses, see § 13-601 et seq. § 13-801 et seq. § 13-701 et seq. of imprisonment, see § 13-701 et seq.

POWERS

gas pipelines, intergovernmental conput exercise of powers agreement, see

entry, intergovernmental agreements ng states, see § 28–113, trict service programs, agreements or cepted, see § 15–365.

gency" shall include the federal in tribe, this state, an adjoining of this state or an adjoining state, porations, and any other political

gement program eligible for full federtion under the Resource Conservation ry Act of 1976, 42 U.S.C.A. §8 6901, and 6926. Op.Atty.Crin. No. 179–42, on of a private organization as a local ry cannot cause the entity to become a smental unit for purposes of this secg "public agency" for purposes of joint powers between the public agencies, n. No. 170–10.

of government

nt of economic security could enter tract with a council of government not incorporated as long as the departnrying out its authorized responsibilities and the council was otherwise authorized to enter into such a contract which would be enforceable against the council. Op.Atty.Gen. No. R75-244, p. 115, 1975-76.

Council of government does not qualify as a governmental agency under this section relating to intergovernmental agreements and contracts so as to exclude it from the provisions of § 41–1051 et

seq. relating to contracts for outside professional services. Id.

2. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretionary power to contract. Op.Atty.Gen. No. 180–92.

§ 11-952. Intergovernmental agreements and contracts

- A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services, or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.
 - B. Any such contract or agreement shall specify the following:
 - 1. Its duration.
 - 2. Its purpose or purposes.
- 3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor.
- 4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.
 - 5. Any other necessary and proper matters.
- C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed upon it by law.
- D. Every agreement or contract involving any public agency, board or commission made pursuant to this article shall, prior to its execution, be submitted to the attorney for each such public agency, board or commission, who shall determine whether the said agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission.
- E. Any agreement or contract submitted to the attorney general shall be filed with the secretary of state and shall become effective on the date provided in the agreement, but in no event prior to the date it is filed with the secretary of state. The secretary of state shall prepare a cross-index of the names of all public agencies who coordinate with the attorney general and secretary of state and file an agreement under this section.
- F. Any agreement or contract submitted to an attorney other than the attorney general shall be filed with the secretary of state if the agreement affects more than one county and shall be filed with the county recorder if only one county is affected and shall become effective on the date provided in the agreement but in no event prior to the date it is filed with the proper officer.
- G. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.
- H. If a school district is a party to an agreement made pursuant to subjection A, the parties to such agreement may extend the duration of the agreement by notification to the proper officer with whom the agreement is filed pursuant to subsection E or F and the state board of education. Such agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.

 Amended by Laws 1979: Ch. 110, § 1, eff. Apr. 21, 1979.

Cross References

Cancellation of state contracts, conflict of interests, public officers and employees, see § 38-511.

Intergovernmental agreements and contracts.

Racing, fingerprints and background information, see § 5–107.01.

School districts and other generating bodies,

see § 15-342.

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Public transportation services, contracts and agreements, see § 40-1152.

Real estate department and public safety department, see § 32-2181.

School lunch program agreements, exemption, see § 15-1152.

Special education programs, intergovernmental agreements, see §§ 15-764 and 15-765.

Supplementary Index to Notes

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Land 6

1.5. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretionary power to contract. Op.Atty.Gen. No. 180-92.

2. Council of government

Council of government does not qualify as a governmental agency under § 11–951 relating to intergovernmental agreements and contracts so as to exclude it from the provisions of § 41–1051 et seq. relating to contracts for outside professional services. Op.Atty.Gen. No. R75–244, p. 115, 1975–76.

Department of economic security could enter into a contract with a council of government which was not incorporated as long as the department was carrying out its authorized responsibilities and the council was otherwise authorized to enter into such a contract which would be attracted to gainst the council. Id.

3. Counsel

County board of supervisors cannot unilaterally employ civil counsel to render general legal advice in place of the county attorney, and power of supervisors to select other counsel to handle matters likely to result in litigation is subject to concurrence by the county attorney. Op.Atty. Gen. No. 77-80, p. 154, 1976-77.

§ 11-954. Limitation of powers

Index to Notes

Delegation of authority 2 Hazardous waste 1

I. Hazardous waste

Department of health services has self agent statutory authority to implement a hazardera.

4. Grants

School districts may participate in projects funded by land and water conservation grants and administered by the Arizona outdoor recreation coordinating commission if the grant recipient is a city, town or county which will provide matching funds and enter into a corresponding intergovernmental agreement with the school district. Op. Atty.Gen. No. 78–16.

5. Education

Any school district participating in the state purchasing program with the division of finance of the Arizona department of administration must fulfill all duties imposed on parties entering into intergovernmental agreements pursuant to § 11–951 et seq. Op.Atty.Gen. No. 179–79.

Joint pooling efforts by several school districts for the payment of their employees' health care costs may be implemented only through an intergovernmental agreement approved by the appropriate state and local authorities. Op.Atty.Gen. No. 78–198.

Two or more school districts, in furtherance of their respective special education programs and with approval of the state board of education, could jointly purchase land through an intergovernmental agreement if the conditions outlined in this section and §§ 15–442 (general powers and duties of school district board of trustees), and 15–1015 (powers of the governing board of a school district or county) are met. Op.Atty.Gen. No. 78–194.

School district could contract with another district to provide special educational services for a handicapped student, but district in which student resides would have to pay his necessary room and board expenses while enrolled in a non-residential program in the other district. Op.Atty.Gen. No. 78–160.

6. Land

State land department did not have to enter into cooperative agreements with municipalities covering land within the municipal boundaries, but, if a department entered into such agreements, state forester would have to protect the lands within the municipal boundaries pursuant to the agreements. Op.Atty.Gen. No. 178–272.

7. Hazardous waste

Department of health services has sufficient statutory authority to implement a hazardous waste management program eligible for full federal authorization under the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §\$ 6901, 6903, 6924, and 6926. Op.Atty.Gen. No. 179–42.

warte management program eligible for full federal authorization under the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, 6973, 6924, and 6926. Op.Atty.Gen. No. 179–42.

2. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretionary power to contract. Op.Atty.Gen. No. 180-92.



LIBRARY EXTENSION SERVICE 2219 SOUTH 48TH ST. SUITE D TEMPE, ARIZONA 85282 PHONE: (602) 255-5841

SHARON G. WOMACK ACTING DIRECTOR EDITH M. HART EXTENSION LIBITATION

Grant Application Cover Sheet

Arizona State	Library	Use	Only:
Received			
Grant No.			

Agency Mallace H. Larson Memorial Library	County N	avajo
Address Boy 1/16 - Lakeside (P.O. Box or Street)	85929	
(P.O. Box or Street) (Title of Project Library Collection	City) (2;-	Code)
Project Category	Development Projec	t
If JOINT APPLICATION, legal names and addresses ing other than above:	of agencies and/or	system apply-
Submitted for FY 1983-84	BUDGET:	
Project Administrator Laura Massie/Audrey Johnson	OnSalaries/Wages	ė
Project Director Laura Massie/Audrey Johnson	Books/Periodicals	4,500
New Project Continuing Project	AV Materials	\$
If a continued project please indicate last FY grant No. 82-I-II-26	Equipment	\$
Project Duration (months) 6	Contract Services	\$
	Other Operations	\$
ABSTRACT (limit 300 words):	TOTAL	\$ 4,500

This proposal will strengthen and improve local public library service in Lakeside/linetop, an unincorporated rural community located in southern Navajo County.

Navajo County is listed among the target areas in the State Library's 1981 Long Hange Program, because of its widespread poverty, excessive unemployment and low educational attainment levels among the adult population.

The library in Lakeside lacks sufficient local funding to provide basic library services. The library's collection is still far below minimum standard in several important categories.

This project would address these deficiencies by increasing the adult reference collection and by purchasing additional materials of particular interest and mefulness to the growing young adult population. In addition, current periodical subscriptions would be renewed, thus maintaining the minimum standard level achieved in that area.

State	Grant-	In-Aid
LSCA	Federal	Funde

Form to Accompany Proposal

Libr	rary or Agency Tallico E. Jargon Memorial Library	County Navajo
Proj	ject Title <u>Impen Library Collection Development Proj</u>	ject
	A Project Category Dublic Library Development	Amount \$1500
Proj	ject Director Laura Massic- Andrey Johnson	Phone 289-4980
Fina	ancial Agent Tom Candelaria	Phone 289-21 ₁ 22
1	Project duration: 6 months	
2.	Overall goals: To strengthen the quality, scope and public library service to Lakeside/Pinetop reside by increasing the size and strength of the refer collection.	lents, in particular.
3.	Target population (indicate number):	
	Urban	
	Suburban	
×	6210 Rural	
4.	Number of people served by the project: 6210	
5.	Type of people served (indicate number):	
	1969 Economically disadvantaged 31	Physcially handicapped
	Limited English Speaking Please	give number of blind
	4179 General Public partici	a series
6.	Age group (give number in target population):	
	745 0-4 Preschool 2484 25	-64 Working
	1266 5-13 Children 393 65	
	1322 14-24 Youth	-
	Target area served (identify by name): Inkeside/Pin Type rural Population	netop area 6210
8.	Ethnic Groups served (indicate number):	
	Native American Sp	anish Speaking
		her
	BlackTo	tal
9.	Names of libraries and/or agencies served by project	:
	Wallace H. Iarson Memorial Public Library	e i liga eg
Ť.		
Appl	licant Zarana Tilania	Date 3/8/83

420 WEST GILMORE, WINSLOW, ARIZONA 86047

Background and needs

This proposal requests LOCA funding to strengthen and improve local library service in Takeside/Pinetop, an unincorporated rural community located in Lavajo County.

Navajo County has been designated by the State Library as a target area due to the county's didespread poverty, excessive unemployment, and low educational attainment levels among the adult population.

located in the White Mountains, Lakeside is one of Navajo County's fastest growing areas. The Northern Arizona Council of Governments estimates the growth rate in the area to be at 13% for the period 1980-1985. Library usage increases have accompanied this rapid growth; the increase from 1981-1982 was 98%!

These dramatic increases have come in spite of one of the lowest per capita support levels in the state, and despite the fact that the Larson Library's collection and, until recently its buildings, have fallen short of minimum standard levels.

Three previous ISCA grants have helped to begin to address the library's major equipment and collection development needs. These projects were well publicized and highly successful, and served to focus public attention on the library's improvement efforts.

Partially as a result of this increased visibility, with the aid of a \$2500 grant from the County government, Iarson Library's new building addition came into existence. Ground was broken for the addition in 1980, volunteer help and donated materials brought the 1,000 foot addition into being in time for an August 1982 opening. A combination of the library's available funding, volunteer effort and an LSCA grant permitted the library to furnish and equip this new addition.

We now seek LSCA funds to allow the collection to keep pace with the increasing circulation and population growth. More than twenty per cent of the population in the area is in the age group from fourteen to twenty-four. The collection available to this population of young adults is very weak and cannot now meet the demand placed on it. In addition, although some reference materials which were badly out-dated were replaced through previous grant dollars, the collection badly needs expansion to reduce dependency on the County library's reference service. While the county library staff are available to provide long-distance reference service to the residents of Lakeside/Pineton it would be greatly to the advantage of these patrons to have a collection which would make in-house reference service possible. Finally, we would hope to renew the periodical subscriptions now held by the library, thus maintaining the minimum standard level achieved in that area.

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Goals and objectives

Coul:

To strengther the quality, scope and accessibility of public library service to Lakeside/Pinctop residents.

Objectives:

During the first two months of the project, place on order approximately one hundred reference titles and one hundred fifty titles of materials of interest to Young Adults.

Hency the current periodical subscriptions.

During the third month receive and process the Reference and Young Adult books.

Increase use of the Reference Collection by 50% during the grant period.

Increase use of the Young Adult Collection by 60% during the grant period.

Goal:

Continue to increase public awareness of the library, and promote a positive image of the library's role in the community.

Objective:

During the duration of the project, the library will publicize the project by releasing at least two promotional pieces. At least one of these pieces will be directly concerned with the reference function of the library.

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Overall plan

During the first two months of the grant period we will place on order a minimum of one hundred reference titles and one hundred fifty Young Adult titles. Additionally, we will place a renewal order for the twenty periodical and newspaper subscriptions begun by the library. This will enable the library to maintain its level of standards in this area.

Barring long delays, the materials will be received and processed in the fourth month and be on the library's shelves during the fifth month. During the six months envisioned for this grant, a minimum of two promotional pieces (press releases, public service announcements) will be developed and disseminated by the library staff. At least one of these will be directly related to the library's increasing ability to provide reference service.

The combination of developing collections and well-placed public relations should combine to produce a minimum increase in use of the refere nce service of 50%. The increase in Young Adult circulation is projected at 60%.

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Cost	of	the	pro;	ect

Periodicals \$ 500

Books

Total cost of the project \$4,500

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Project Director

Director of this project will be Laura Massie, Navajo County Library Director. Ma. Thesia received a Master of Arts in Library Science from the University of Missouri-Columbia. She has six years experience in public library administration.

420 WEST GILMORE, WINSLOW, ARIZONA 86047

Plan of action

<u>Activity</u> <u>Begin</u>	Complete
Order reference & YA muterials Month 1	Month 2
Process materials Month 3	Month 4
Remon periodical subscriptions	N .
Publicize grant Month 1	o ngo i ng
Mid-grant report Month 3	
Evaluation Month 5	Month 6
Final report Month 6	4

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Evaluation

Due to the shortened grant period, it will be difficult to present a full-scale evaluation. However, an evaluation will be made on the basis of circulation statistics in the case of the Young Adult materials.

The basic measure of the impact of the increased Reference collection will be an increase in the amount of reference work done locally, both by staff and by patrons using the materials in-house. The County Library should also be able to verify a decrease in the number of requests for Reference information received by County Library staff from the Larson Library. We anticipate at least a 50% increase in the amount of reference work done in the Larson Library, and a 60% increase in the number of Young Adult materials circulated.

BUDGET SHEET

Grant Request	Grant Request			
tem	Amount	Share (if any)	COMMENTS	
		100		
Periodic As	\$ 500		r s i e ge	
ooks				
Reference Young Adult	2500° 1500		*102 ap.	
			1.00	
			1 1	
OTALS	\$4,500			